

SOLID WASTE

ARTICLE I. IN GENERAL

Sec. 50-1. Throwing or depositing of household appliances/items, automotive items, yard waste, or rubbish.

It shall be unlawful for any person to throw or deposit or cause to be thrown any household appliances or other items, automotive items, yard waste, or rubbish on the margin of any of the streets or alleys in the Village of Colon. Exception to yard waste will include storm damage to trees and leaf pick up in the fall and scheduled spring cleanup/pickup.

The Colon Police Department is authorized and instructed to notify the person placing any such of the above mentioned items/rubbish, to remove said items within 24 hours. In case of a refusal to do so by the parties so notified, the Colon Police Department shall cause the items/rubbish to be removed and report the proceedings to the village council with an account of the expense. The party involved shall pay such expense. If the party refused to pay said expenses, that amount shall be placed onto their tax bill.

Cross reference - Streets, sidewalks, and other public places, Ch. 54.

Sec. 50-2. Throwing or depositing of garbage

It shall be unlawful for any person to throw or cause to be thrown or deposit on any street, alley, lane, or any private property within the Village limits of Colon any discarded food items to include but not limited to the following: food scraps, fruit, decayed fruit, garbage, vegetables, or any animal matter, or any matter or substance which is, or may become, unhealthy, unsanitary, or cause offensive odors. Furthermore, no owner, tenant, or lessee of any private premises shall permit any garbage or refuse to accumulate upon his/her premises for a period exceeding one week. Such accumulation shall be disposed of according to and in the manner prescribed by the rules and regulations made and published by Colon Village Council within this article.

(Comp. Ords. 1987, Sec. 35.102)

Cross reference - Streets, sidewalks and other public places, Ch. 54.

Sec. 50-3. Penalty for violation of article.

Any person who violates sections 50-1 or 50-2 shall be guilty of a misdemeanor and, upon conviction shall be fined not more than \$100.00 and cost or not more than 90 days in the St. Joseph County jail, or by both such fine and imprisonment at the discretion of the court.

(Comp. Ords. 1987, Sec. 35-103)

Sec. 50-4 - 50-25. Reserved.

ARTICLE II. WASTE DISPOSAL*

Sec. 50-26. Purpose and intent.

It is the intent of the Colon Village Council that the ordinance from which this article is derived be liberally construed for the purpose of better servicing and protecting the citizens of this Village and promoting their well-being and health, and protecting their property, and providing for a method of disposal of garbage and other accumulation of garbage, rubbish, and other unsanitary, unsightly, and harmful waste substances, and the improper disposal, and to provide penalties therefore:

***Editor's note** - Ord. No. 94-1, adopted September 13, 1994, has been codified herein at the discretion of the editor as Article II, SS 50-26 - 50-35.

Sec. 50-27. Definitions.

Compost: means a mixture of decomposing materials, which produces humus for fertilizing and conditioning the soil. Materials that can be composted include, but are not limited to, yard waste and compostable kitchen waste. Garbage (except vegetable waste) and untreated animal excreta shall be specifically excluded as compost materials.

Compost Pile: means a portion of a property set aside for the purpose of encouraging the rapid decomposition of yard and vegetable waste into compost. The compost pile must show signs of active management and is not meant to store or dump waste.

Compostable Kitchen Waste: means organic waste resulting from the growing, handling, preparing, cooking or consumption of food, including vegetable waste, coffee grounds, eggshells, and grain based products, but excluding animal waste and food cooked in animal products such as lard, meat or cheese.

Composting: means the conversion of yard and compostable kitchen waste into compost.

Contractor: means the agency, hauler, collector, refuse service, waste disposal company, firm, or corporation(s) that has entered into contract with and have a license with the Village of Colon for the collection, transportation, and disposal of refuse, waste materials, garbage, and recycling materials.

Garbage - means waste, except sewage and body wastes, including rejected food waste, waste accumulation of animal, fruit or vegetable matter used or intended for food or that is used in the preparation of, cooking, dealing in or storage of meat, fish, fowl, fruit, vegetable, and shall include all such substances from all public and private establishments and from all residences.

Hazardous Waste – means waste or other discarded material including but not limited to solid, liquid, or gaseous material, (i.e. used fuel, motor oil, electronics, batteries, etc.) which because of its quality, concentration, physical, chemical or infectious

characteristics may cause or significantly contribute to an increase in mortality or increase in serious irreversible illness or pose a substantial present or potential hazard to human health or the environment if improperly treated, stored, transported, disposed of or otherwise managed. Hazardous waste also includes any such material defined as hazardous under Act No. 64 of the Public Acts of Michigan of 1979 (MCL 299.501 et seq., MSA 13.30(1) et seq.)

Recycling - The process by which recyclable materials are collected, separated, processed and returned to the economic mainstream in the form of raw materials or products. Recycling does not include incineration or composting for volume reduction or for energy recovery.

Recyclable Materials - Materials which would otherwise be disposed of or discarded but which can be utilized in the secondary material market.

Rubbish - means the miscellaneous waste materials resulting from residential housekeeping, commercial or industrial operations including but not limited to ashes, cartons, tin or aluminum cans, glass, plastics, metal, cardboard, all waste paper products or liter of any kind that may be a detriment to the public health and safety.

Special pickups - means the collection of household items including but not limited to refrigerators, water heaters, stoves, electronic devices, mufflers, bicycles, household furniture, plumbing fixtures, auto parts, carpet, washers, dryers or similar items which may not be part of the regular garbage and refuse service, but would become the responsibility of the resident to contact the contractor for such removal at cost to the resident.

The Village of Colon does supply a dumpster on the DPW property on Blackstone Island. This dumpster is for metal items only, (i.e. refrigerators, water heaters, stoves, mufflers, etc.)

Yard Waste - means grass clippings, leaves, sticks, limbs, garden vegetation, compost materials, and lake weeds. For purposes of the yard waste, leaves shall not be considered to be yard waste during the annual fall leaf collection period and spring cleanup and pickup.

Sec. 50-28. Village approved contractors.

The village council shall have the right to enter into contract(s) with any firm, or corporation(s), from this point forward referenced as “contractors”, for the collections, transportation or disposal, on the basis of competitive bidding, and for a period of from one to five years, the collection and disposal of all garbage, rubbish, tin cans, bottles, ashes, all other refuse, and recycling in the Village of Colon upon the following rules and regulations. No person or contractor shall undertake to dispose of garbage, rubbish, or recycling materials for others without authority of the village council and without there being in existence a contract between the village of Colon and the licensee for such purpose.

(Ord. No. 94-1, 9-13-94)

Sec. 50-29. Duties and Responsibilities of Individual Contractors

Any contractor(s) licensed by the Village of Colon shall furnish all trucks, appliances or equipment necessary to collect and dispose of all garbage, rubbish, tin cans, bottles, ashes, all other refuse and recycling materials, and such truck or other appliances shall be completely covered and shall comply with all rules and regulations of the State, and the State Health Department, and shall set schedule of the collection of such garbage, rubbish, tin cans, bottles, ashes, and other refuse. Specifically, such contractor shall collect and dispose of all garbage, rubbish, tin cans, bottles, ashes, other refuse, and recycling materials as per schedule, and in addition hereto such contractor(s) shall be required to furnish a surety bond to faithfully perform the duties required of him/her under this article and shall protect all employees under the Worker's Compensation Law of the State and shall carry full coverage liability, and shall indemnify and save harmless the Village of Colon from all liability arising out of the performance of such contract.

Sec. 50-30. Refuse containers

Garbage, rubbish, and recycling containers shall be provided by the contractor(s), which have been contracted by the Village of Colon.

1. A heavy duty plastic container of either sixty four (64) ninety six (96) or gallons in size, provided by the refuse service/waste disposal company, which is equipped with wheels and a hinged top and is specially adapted to the hydraulic lift mechanism mounted on all packer type refuse or recycling vehicles.
2. Size of the refuse containers will be determined by the licensed refuse service/waste disposal company.
3. All garbage and rubbish shall be placed in plastic trash bags.
4. Residents will be responsible for the periodic cleaning of refuse containers.
5. No container shall be placed on the village tree line or at curbside pick up locations more than 24 hours prior to contracted pick up day.
6. All empty containers must be removed from any and all village tree line and curbside collections sites within 24 hours of set collection day.

Sec. 50-31. Subscription

For the protection the citizens of the Village of Colon and promoting their well-being and health, and protecting their property, and providing for a method of disposal of garbage and other accumulation of garbage, rubbish, and other unsanitary, unsightly, and harmful waste substances, and the improper disposal the Village of Colon encourages homeowners, tenants, lessees, or other occupants of public or private premises located within the Village limits to subscribe to garbage and refuse collection. Any owner, tenant, or lessee of any public or private premises who does not subscribe to garbage or recycling service shall not permit any garbage or refuse to accumulate upon his/her premises for a period exceeding one week. Penalties and sanctions for this section shall be found in Sec. 50-39 of this article.

Sec. 50-32. Recycling.

The Village of Colon shall provide for a recycling program within the Franchise Agreement with the contractor(s). Such a program shall provide for collection of recyclable materials at curbside for both residential and commercial customers. The costs of the recycling program shall be included in the standard service rates, but additional charges also may be imposed.

Sec. 50-33. Rates

The rates for garbage, rubbish, and recycling materials collections shall be established through competitive bidding and shall be included in a limited term contract.

Sec. 50-34. Billing

All billing statements and collections of fees shall be the responsibility of the contractor(s) licensed by the Village of Colon.

Sec. 50-35. Special pickups.

It will become the responsibility of the resident to contact the contractor(s) licensed by the village to arrange, at their cost, for special pickup of household items: appliances, mattresses, furniture, carpeting, etc. Residents may choose to self-haul to a certified landfill or metal dealer. Residents may only place such items on the curbside 24 hours in advance of said pick up. Items placed on curbside for a longer period of time will be subject to penalty found in Sec. 50-39 of this article.

The Village of Colon does supply a dumpster on the DPW property on Blackstone Island. This dumpster is for metal items only, (i.e. refrigerators, water heaters, stoves, mufflers, etc.) The DPW will not provide a pick up service for any articles which may be placed in the dumpster for metal items. Furthermore, residents wishing to deposit articles must sign in at the Colon Village office, providing their name, address, phone number and type of metal article that they are disposing of.

Sec. 50-36. Property/Lots with Rubbish or Debris.

It shall be the duty of every owner of every lot or property to keep such lot or property free of rubbish and debris. The Colon Police Department and other duly authorized official shall notify by certified mail with return receipt requested, the owner of any such property on which rubbish or debris is found. The owner of said lot or property shall have one week to correct this issue. In the event the rubbish or debris is not properly disposed of and removed from the lot or property within the one-week time frame, the village may, at its discretion, remove said debris, the cost of this removal shall be chargeable to the property owner, or apply Sec. 50-39 of this article.

Sec. 50-37. Unlawful Dumping

It shall be unlawful for any individual to dump, deposit or place any filth, garbage or refuse on the grounds or premises of another individuals property or private business dumpster, without the specific permission of the owner. Penalties and sanctions for this section shall be found in Sec. 50-39 of this article.

Sec. 50-38. Prohibited Disposal

The Village of Colon and/or its authorized contractor(s) may refuse to collect any of the following, or materials commingled with any of the following:

1. Tires;
2. Used batteries;
3. Liquid waste, used oil, gasoline, grease, used cooking oil;
4. Hot ashes or other heated material;
5. Dead animals, animal waste or human waste; however, small dead animals (mice, birds, hamsters, but not dogs or cats), animal waste, including kitty litter (when clearly labeled as such) and disposable diapers will be collected if placed in sealed doubled plastic bags and stored in trash cans;
6. Explosives, dangerous chemicals, and other hazardous materials;
7. Compostable and yard waste that are mixed with garbage or rubbish;
8. Appliances;
9. Trees, brush;
10. Discarded building material; or
11. Automobile bodies or parts of substantial weight or size.

Sec. 50-39. Enforcement, Penalties, and Sanctions

Officers of the Colon Police Department or other duly authorized agents are hereby authorized to issue ordinance violation notices to any person violating any provisions of this article.

The penalties and sanctions for Article II, Sec. 50-31, 50-36, 50-37, & 50-38 shall be as follows:

The penalties and sanction for a violation that is a municipal civil infraction shall be a civil fine in the amount as provide by this Code or any ordinance, plus any cost, damages, expenses, and other sanctions, as authorized under Chapter 87 of Act. No. 236 of the Public Acts of 1961, as amended, and other applicable laws.

- (1) Unless otherwise specifically provided for a particular municipal civil infraction violation by this Code or any ordinance, the civil fine for a violation shall be not less than \$50.00 plus cost and other sanctions, for each infraction.

(2) Increased civil fines may be imposed for repeated violations by a person of any requirement or provision of this code or any ordinance. As used in this section, "repeat offense" means a second (or any subsequent) municipal civil infraction violation of the same requirement or provision (i) committed by a person within a (30) thirty day period and (ii) for which the person admits responsibility or is determined to be responsible. Unless otherwise specifically provided by this code or any ordinance for a particular municipal civil infraction violation, the increased fine for a repeat offense shall be as follows:

(A) The fine for any offense that is a first repeat offense shall be not less than \$75.00, plus cost.

(B) The fine for any offense that is a second repeat offense or any subsequent repeat offense shall not be less than \$100.00 plus cost.

(C) Any offense after the second repeat shall be considered a misdemeanor and, upon conviction shall be fined not more than \$100.00 and cost or not more than 90 days in the St. Joseph County jail, or by both such fine and imprisonment at the discretion of the court.

(Comp. Ords. 1987, Sec. 35-103)

(Ord. No. 94-1. 9-13-94)

